

AGREEMENT

Between

BOROUGH OF FAIR LAWN

and

SUPERVISORS ASSOCIATION OF FAIR LAWN

TERM: JANUARY 1, 2009 THROUGH DECEMBER 31, 2015.

*OK/M
RJ*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I DEFINITIONS.....	3
ARTICLE II TERMS OF AGREEMENT	3
ARTICLE III SALARIES	4
ARTICLE IV PRIOR TERMS, CONDITIONS AND BENEFITS.....	5
ARTICLE V BEREAVEMENT DAYS.....	5
ARTICLE VI OVERTIME PAY & FLEXIBLE SHIFT HOURS	5-6
ARTICLE VII HEALTH BENEFITS.....	6-7
ARTICLE VIII VACATION DAYS.....	7-8
ARTICLE IX SICK DAYS	8
ARTICLE X TERMINAL LEAVE	8-9
ARTICLE XI SALARY INCREMENTS	9
ARTICLE XII LUNCH HOURS AND BREAKS	10
ARTICLE XIII HOLIDAYS	10
ARTICLE XIV UNIFORMS AS TO BLUE COLLAR SUPERVISORS	10-11
ARTICLE XV SHOE ALLOWANCE	11
ARTICLE XVI VACANCIES IN POSITIONS	11
ARTICLE XVII DISABILITY PLAN	11
ARTICLE XVIII PROMOTIONS	11-12
ARTICLE XIX EMPLOYEE AND BOROUGH RIGHTS	12
ARTICLE XX PAYMENT FOR JOB-RELATED LICENSES AND FEES	12
ARTICLE XXI GRIEVANCE PROCEDURE	12-15

1/2
fb

WITNESSETH:

WHEREAS, certain full-time EMPLOYEES who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the BOROUGH of Fair Lawn; and have chosen to bargain as a unit, by designated representatives, on behalf of "SUPERVISORY EMPLOYEES" of the BOROUGH of Fair Lawn; and

WHEREAS, said full-time EMPLOYEES have, through their designated representatives, met with the BOROUGH relative to certain terms and conditions of employment, and compensation therefore.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS:

WHITE COLLAR –

- 1) Municipal Court Administrator

BLUE COLLAR –

- 1) Assistant Superintendent of Public Works
- 2) Assistant Superintendent of Recreation
- 3) Fire Official/Fire Protection Sub Code Official
- 4) Maintenance Supervisor Grounds
- 5) Municipal Recycling Coordinator
- 6) Recreation Supervisor
- 7) Supervising Maintenance Repairer
- 8) Supervising Mechanic
- 9) Supervising Public Works
- 10) Supervising Water Treatment Plant Operator
- 11) Supervising Repairer & Maintenance
- 12) Tree Maintenance Supervisor

II.

TERMS OF AGREEMENT:

This Agreement shall take effect and bind all the parties from January 1, 2009 through December 31, 2015. Thereafter, all the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

J. H. P.

III.

SALARIES:

There shall be no salary increases for the calendar years of 2009, 2010 and 2011. Effective January 1, 2012, there shall be a salary increase of 2% to be computed upon the base salary of December 2011. Effective January 1, 2013, there shall be an additional salary increase of 1.75% to be computed upon the base salary of December, 2012. Effective January 1, 2014, there shall be an additional increase of 2% to be computed upon the base salary of December, 2013. Effective January 1, 2015, there shall be an additional increase of 1.75% to be computed upon the base salary of December, 2014. All increases shall be compounded. In order to be eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new contract.

New employees starting before August 1st of any year shall be eligible for a step increase on January 1st of the next year.

Longevity payments begin on the January following completion of three (3) consecutive years of service. The EMPLOYEE'S longevity, if eligible for longevity credit shall carry forward with the EMPLOYEE that has been promoted or demoted from a different Borough bargaining unit.

Each existing employee shall receive longevity pay of one per cent (1%) for each three years of service and two per cent (2%) for each five years of service. (Example: Three years 1%, five years 2%, eight years 3%, ten years 4%, etc.) Longevity credit shall be computed for the first full calendar year hired (January through December) and every calendar year thereafter.

The longevity scale for all employees hired after April 25, 2006 and before signing of this contract shall be as follows:

Less than 5 years of employment	-	\$ 0
5 years but less than 10 years	-	\$ 500
10 years but less than 15 years	-	\$ 750
15 years but less than 20 years	-	\$1,000
20 years but less than 25 years	-	\$1,750
25 years or more		\$2,000

- A. All employees newly hired as of the date of the signing of this contract shall be paid under a new salary ordinance which will be a 10% reduction on all salary ranges for existing employees as listed for contract year 2008 on all steps. Salary increments for new hires shall move from minimum to maximum in five (5) years. Longevity shall not apply to employees hired after the signing date of the contract.

✓/P

IV.

PRIOR TERMS, CONDITIONS AND BENEFITS:

All previous terms conditions and benefits enumerated herein, which accrue to the EMPLOYEES, shall be continued, except as modified herein.

V.

BEREAVEMENT DAYS:

Each EMPLOYEE herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of an immediate family member. An immediate family member is defined as father, mother, spouse, child, foster child, sister, brother, domestic partner, step-children, step-parents, brother-in-Law, sister-in-Law, mother-in-Law, father-in-Law, grandmother, grandfather, grandmother-in-Law, grandfather-in-Law of the Employee or the Employee's spouse and relatives of the Employee residing in the Employee's residence, and for all other family members, there shall be a bereavement period of one (1) day with pay.

VI.

OVERTIME PAY & FLEXIBLE SHIFT HOURS:

A.

As to White Collar Supervisors:

All hours worked in excess of thirty-five (35) a week shall be paid at the rate of one and one-half (1-1/2) times the EMPLOYEE'S hourly rate of pay. As in the past, the determination as to overtime will be scheduled by the Department Head and/or Manager. Overtime shall be based upon base salary plus longevity pay. Supervisors called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's hourly rate of pay for all work performed under such circumstances. Employees who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and one-half (1-1/2) the employee's hourly rate of pay in excess of thirty-five (35) hours a week.

In the event the Borough Manager or Department Head should institute flexible shift hours, any White Collar Supervisor thereby scheduled for said flexible shift hours must be notified at least twenty-eight (28) days in advance of said schedule. In the event the scheduled Supervisor should call out sick, the newly scheduled employee shall receive overtime. The work day must not be less than seven (7) consecutive hours for White Collar Supervisors. White Collar Supervisors must have a minimum of two (2) consecutive days off over a seven (7) day period.

MJH
108

B. As to Blue Collar Supervisors:

Blue Collar Supervisors called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's hourly rate of pay for all work performed under such circumstances. Employees who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and one-half (1-1/2) the employee's hourly rate of pay in excess of forty (40) hours a week. Overtime shall be based upon base salary plus longevity pay.

In the event the Borough Manager or Department Head should institute flexible shift hours, any employee thereby scheduled for said flexible shift hours must be notified at least twenty-eight (28) days in advance of said schedule. In the event the scheduled employee should call out sick, the newly scheduled employee shall receive overtime. The work day must not be less than eight (8) consecutive hours for Blue Collar employees. Blue Collar Supervisors must have a minimum of two (2) consecutive days off over a seven (7) day period.

Blue Collar Supervisors must have their respective shift scheduled sometime within the hours of 6:00 a.m. through 8:00 p.m. (excluding employees that work in a department with a 7 day/24 hour operation).

Shift and shift rotation hours shall not apply during emergencies and holidays (excluding employees that work in a department with a 7 day/24 hour operation.)

- C. The Borough of Fair Lawn will pay five (\$5.00) Dollars towards meals whenever any Supervisor works twelve consecutive hours. In a call-out or emergency situation when an employee is not scheduled to work, the Supervisor is entitled to one (1) five (\$5.00) Dollar meal payment per eight (8) hour shift. Payment can be made by the submission of a cash voucher.

VII.

HEALTH BENEFITS:

- A. For all full-time EMPLOYEES hired as of December 31, 2002, the BOROUGH shall continue to pay each full-time EMPLOYEE'S premiums for the IDA/AmeriHealth Coverage Program, or its reasonable equivalent, for each EMPLOYEE, plus dependents. Effective January 1, 2014, the co-pay for medical coverage shall increase from \$10.00 to \$20.00. All Borough employees must contribute towards his/her medical insurance coverage in accordance with New Jersey State law.

- B. For all full-time EMPLOYEES hired on or after January 1, 2003, the BOROUGH shall pay each full-time EMPLOYEE'S premiums for his/her coverage plus dependents, IDA/AmeriHealth, or its reasonable equivalent point

*H/R
JF*

of service plan. Effective January 1, 2014, the co-pay for medical coverage shall increase from \$10.00 to \$20.00. All Borough employees must contribute towards his/her medical insurance coverage in accordance with New Jersey State law.

- C. The BOROUGH shall continue to provide to each full-time EMPLOYEE, plus dependents, the IDA/AmeriHealth Drug Program or its reasonable equivalent with a three dollar (\$3.00) co-payment.
- D. During each year of this Agreement, the BOROUGH shall reimburse EMPLOYEES in the bargaining unit for the cost of an eye examination and/or prescription glasses not to exceed a total payment of Two Hundred Twenty-Five (\$225.00) Dollars every two (2) years per EMPLOYEE. This is an “EMPLOYEE only” benefit. Bills are to be submitted to the BOROUGH by September 1st of each year, if possible.

- E. The BOROUGH shall continue to provide to the members of the bargaining unit a family dental plan equivalent to the “Delta Dental Plan” with an annual benefit limitation of \$1000.00 per family member. The Borough shall offer increased coverage through an optional dental plan at the EMPLOYEE’S expense.
- F. The SUPERVISORS ASSOCIATION agrees to consider alternative health benefits plans should the BOROUGH find any which provide comparable benefits at a lower cost.

VIII.

VACATION DAYS:

- A. The following vacation time shall accrue to each of the EMPLOYEES and are computed as work days:

0 to end of 1 st calendar year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

Each EMPLOYEE shall be permitted to carry forward into the succeeding year a maximum of the number of days equivalent to the employee’s yearly accrual rate as of the final month of the preceding year. No employee will be able to carryover more than his or her accrual rate. The balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

M/S
P/S

- B. Newly hired employees do not accumulate, and are not entitled to take vacation during the (90) day probationary period. However, at the end of the probationary period, the employee shall be credited with vacation time for each fully completed calendar month retroactive to the initial employment start date.
- C. Whenever possible, the most senior **EMPLOYEES** shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the **BOROUGH**.
- D. For an occasional day off, and not a planned vacation and subject to not interrupting the normal operation of the **BOROUGH**, an **EMPLOYEE** must request a vacation in advance, giving at least seven (7) calendar days' notice, and such vacation shall not be unreasonably denied.

IX. SICK DAYS:

- A. Each of the **EMPLOYEES** shall have one (1) day sick leave per month for the first year. After the first year, each of the **EMPLOYEES** shall be entitled to fifteen (15) days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, i.e., if an **EMPLOYEE** starts July 1, he or she would receive two and one-half (2-1/2) personal days out of the six (6) sick leave days allotted him or her for that year.

- B. If a Supervisor is absent for reasons that entitle him/her to sick leave, the Department Head shall be notified within (15) minutes of the **EMPLOYEE'S** usual reporting time, except in those work situations where notices must be given prior to **EMPLOYEE'S** starting time.

X. TERMINAL LEAVE:

It is further expressly agreed that the following benefits derived either directly or indirectly from the **BOROUGH** ordinances shall continue for the life of this Agreement:

- (a) Terminal Leave Policy as outlined in Ordinance No. 1414-88, as amended by Ordinance Nos. 1444-90 and 1696-97, (reference RGO 2.23), shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no **EMPLOYEE** hired after April 26, 1988 shall be entitled to any terminal benefit under this policy or this Contract. More

*M/M
P/S*

particularly, an eligible employee to be eligible for the benefits hereunder must fulfill the requirements of one of the following:

1. Has retired on a disability.
 2. Has retired after 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
 3. Has retired and reached the age of 65 years or older with 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
 4. Has retired and reached the age of 62 years or older with at least the last 15 years of service with the Borough of Fair Lawn at the time of retirement.
- (b) All other benefits from all other **BOROUGH** ordinances now in existence, except that no **EMPLOYEE** hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any payment for accumulated sick leave as outlined in **BOROUGH** Ordinance No. 1414-88.

XI. SALARY INCREMENTS:

- A. Each of the **EMPLOYEES** shall move from minimum to maximum in his or her particular job title by a process of five (5) steps within five (5) years. The **EMPLOYEE'S** longevity, if eligible for longevity credit shall carry forward with the **EMPLOYEE** from a different Borough bargaining unit.
- B. All employees newly hired as of the date of the signing of this contract shall be paid under a new salary ordinance which shall be a 10% reduction. Salary increments for new hires shall move from a minimum to maximum in five (5) years. Longevity shall not apply to new employees hired after the signing of this contract.
- C. Any of the **EMPLOYEES** promoted from the maximum pay rate of a Junior position to a Senior position shall reach the maximum of the Senior position in three (3) equal steps.

*Hill
JG*

XII.

LUNCH HOURS & BREAKS:

As to White Collar Supervisors:

Each of the EMPLOYEES shall have a period of one (1) hour for lunch on each work day. The Borough Manager may stagger lunch hours to better serve the public.

As to Blue Collar Supervisors:

Each of the outside EMPLOYEES shall have a period of one-half (1/2) hour for lunch on each work day. Said EMPLOYEES shall receive a fifteen (15) minute break in the morning in addition to a fifteen (15) minute coffee break in the afternoon of each work day.

XIII.

HOLIDAYS:

A. Each of the EMPLOYEES shall have the following paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Martin Luther King Day
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day
14. One (1) Floating Holiday

- B.** Any of the EMPLOYEES who shall work on a holiday shall receive double-time.

XIV.

UNIFORMS AS TO BLUE COLLAR EMPLOYEES:

- A.** The annual cost to the BOROUGH, per EMPLOYEE, shall not exceed the following costs:

One Hundred Sixty (\$160.00) Dollars for the year 2009,
One Hundred Sixty (\$160.00) Dollars for the year 2010,
One Hundred Sixty (\$160.00) Dollars for the year 2011,
One Hundred Sixty (\$160.00) Dollars for the year 2012,
Two Hundred and Fifty (\$250.00) Dollars for the year 2013,
Two Hundred and Fifty (\$250.00) Dollars for the year 2014, and
Two Hundred and Fifty (\$250.00) Dollars for the year 2015.

M/JB

All Blue Collar Supervisors shall receive a Fifty (\$50.00) maintenance stipend for uniforms which shall be payable on the pay day immediately preceding the Christmas Holiday.

- B. At the discretion of the Borough Manager, the Association may form a uniform committee consisting of no more than five (5) members to assist the **BOROUGH** in the selection and distribution of uniforms for Association members.
- C. **EMPLOYEES** must wear prescribed uniforms unless given a waiver by their Department Head.
- D. The Fire Official/Fire Protection Sub Code Official shall receive a uniform and shoe allowance in the sum of eight hundred and fifty (\$850.00) Dollars. Consequently, the Fire Official/Fire Protection Sub Code Official shall not be entitled to the Fifty (\$50.00) Dollar stipend as set forth in Article XIV, Section A nor the shoe allowance set forth in Article XV.

XV:

SHOE ALLOWANCE:

All Blue Collar Supervisors under this Agreement shall receive a shoe allowance in the amount of eighty (\$80.00) Dollars per year for all those eligible. The shoe allowance shall be computed over a two-year period at One Hundred Sixty (\$160.00) Dollars in each two-year period.

XVI:

VACANCIES IN POSITIONS:

When a vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

XVII:

DISABILITY PLAN:

All full time **EMPLOYEES** are to be included in the State of New Jersey Disability Plan, if possible. If not, the **BOROUGH** will pay the total cost of the year's premium of an equivalent plan.

XVIII:

PROMOTIONS:

- A. All vacancies in promotional positions shall be filled pursuant to New Jersey Civil Service Commission procedures.
 - 1. Such vacancies shall be adequately publicized, including a notice to the Association in advance of the date of filling such vacancy.



Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside the Borough to fill such vacancies.

2. EMPLOYEES who desire to apply for such vacancies shall notify the Borough Manager in writing within the time limit specified in the notice.
 - B. In the event that New Jersey Civil Service Commission rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

XIX:

EMPLOYEE AND BOROUGH RIGHTS:

- A. This Agreement shall not be construed to deny or restrict any EMPLOYEE or the BOROUGH of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any EMPLOYEE is required to appear before his/he Department Head or the governing body concerning any matter which could adversely affect the continuation of that EMPLOYEE in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the EMPLOYEE requests such representative, and further provided that such representative does not interfere with or delay the meeting or interview by more than two (2) days.

XX:

PAYMENT FOR JOB-RELATED LICENSES AND FEES:

The Borough shall pay for coursework, licenses, fees and necessary professional organization fees required as part of the employee's job.

XXI:

GRIEVANCE PROCEDURE:

- A. **DEFINITIONS:**

1. The terms "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group of unit employees, or the

M/JB

bargaining unit, at the request of any such individual or group, (hereinafter referred to as the “grievant”).

2. Any reference to he, him, etc., shall also mean she, her, etc.

B. PURPOSE:

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE:

1. STEP ONE:

- a) A grievant must file his grievance in writing with the Department Head within five (5) calendar days of:
 - (1) the occurrence of the grievance or
 - (2) the time by which the grievant would have had knowledge of the occurrence with the exercise of reasonable diligence. Failure to act within five (5) calendar days of the occurrence shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals
- b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the bargaining unit. It must set forth a statement of facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all **BOROUGH** representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the **BOROUGH** and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the

M P

grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the **BOROUGH**.

- b) Once a grievance comporting with all the foregoing requirements is timely filed, the Department Head shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. **STEP TWO:**

In the event the grievance is not resolve to the grievant's satisfaction at Step One, or in the event the Department Head has not served a timely written response at Step One, then within three (3) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Borough Manager of his/her designee. Upon the receipt of the grievance by the Borough Manager, the procedures set forth in Step One shall be followed, except that the parties shall meet within seven (7) calendar days of the presentation of the grievance to the Borough Manager or his/her designee, and the Borough Manager or his/her designee shall have seven (7) calendar days thereafter to respond in writing.

3. **STEP THREE:**

- a) With respect only to these grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the bargaining unit may, with seven (7) working days after the reply of the Borough Manager by written notice to the Borough Clerk, proceed to binding arbitration. A request for arbitration shall be made no later than such seven (7) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the bargaining unit and **BOROUGH** shall mutually agree upon a longer time period within which to adjust such a demand.
- b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
- c) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Borough Manager. If the aggrieved elects to pursue Civil Service Procedure, the

*M/10
M/10*

arbitration hearing shall be canceled and the matter withdrawn from arbitration with whatever costs being incurred in processing the case to arbitration being borne by the aggrieved.

- d) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

- e) The costs of the services of the arbitrator shall be borne equally between the Borough of Fair Lawn and the Supervisors Association. An aggrieved employee shall suffer no loss in pay as a result of the time spent appearing on his/her own behalf in an arbitration proceeding. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

- f) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless otherwise agreed to by both parties. The award of the arbitrator shall be final and binding on the **BOROUGH**, the employee and the Association who are involved or affected. In the event there is an award of back pay, any earnings of the employee and unemployment shall be offset and deducted from the award.

D. **TIME LIMITS:**

Time limits may only be extended by mutual agreement of the parties in writing.

E. **CIVIL SERVICE JURISDICTION:**

Notwithstanding and foregoing provisions to the contrary, it is the intent of the parties that no matter what is in dispute, it is subject to the review and/or decision of the New Jersey Civil Service Commission and may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Department of Personnel review and decision.



IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by its presiding officers, attested to by the Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the BOROUGH passed for that purpose, and the said EMPLOYEES have duly signed the within Agreement on this 3rd of September 2013.

BOROUGH OF FAIR LAWN,

ATTEST:

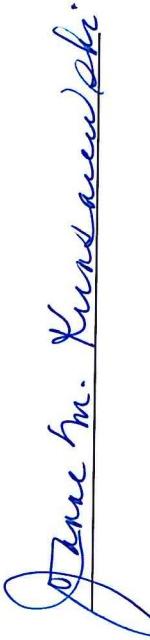

By: Joanne M. Kwasniewski
Joanne M. Kwasniewski, RMC/CMC/MMC
Municipal Clerk

SUPERVISORS ASSOCIATION OF
FAIR LAWN,


By: Ronnie Lottermann
Ronnie Lottermann


By: Walter Neill
Walter Neill

WITNESS:


By: Karen Kinsella

STATE OF NEW JERSEY)
ss.:
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 3 day of September, 2013, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **KWASNIEWSKI JOANNE M.** **KWASNIEWSKI** who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Municipal Clerk of the Borough of Fair Lawn, the municipal corporation named in the within Instrument; that **JOHN COSGROVE** is the Mayor of said municipal corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Borough Council of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and Subscribed to
before me, at Fair Lawn,
the date aforesaid

STATE OF NEW JERSEY)
COUNTY OF BERGEN)
SS.:)
) *Frankie Ottino*

MARIANNE PETTINEO
Notary Public of New Jersey
Commission Expires June 1, 2017

BE IT REMEMBERED that on this 3rd day of September, 2013, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **RONNIE LOTTERMANN** and **WALTER NEILL** who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Sworn and Subscribed to before me, at Fair Lawn,

MARIANNE PETTINEO
Notary Public of New Jersey
My Commission Expires June 1, 2017

17

num
R.D.